

**City of Flagstaff Intergovernmental Agreement No. FWPP 15-1**  
**Flagstaff Watershed Protection Program**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Flagstaff (“City”), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, 86001, and the Arizona State Forestry Division (“ASFD”).

**RECITALS:**

WHEREAS the State Forester (A.R.S. § 37-623(A)) and the City of Flagstaff have mutual interest in protecting watersheds and improvements from catastrophic wildfires; and

WHEREAS by cooperatively working together it will provide a collaboratively developed project to meet the objectives of the City and ASFD; and

WHEREAS the City through its bonding authority and ASFD through legislative authority HB 2703, 2014-2015; general appropriations (Fifty-first legislature, Second Regular Session) has provided funding to address the need to treat forest fuels to protect watersheds, forest resources and infrastructure from a wildfire threat; and

WHEREAS the residents of Flagstaff have seen the need to protect their municipal watersheds through approval of a bond authorizing funding to treat the forests within the municipal watersheds; and

WHEREAS the State Forester is authorized to enter into Intergovernmental Agreements under A.R.S. § 37-623 (F) and 37-623.02; and

WHEREAS the City is authorized to enter into Intergovernmental Agreements under A.R.S. §§ 11-951 and 11-952; and

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

**I. PURPOSE OF AGREEMENT**

Under this Agreement ASFD will receive funds provided by the City through the Flagstaff Watershed Protection Program (“FWPP”). Funds will be used to conduct appropriate forest management on State Trust Lands, to reduce wildfire hazard and protect the parcel and adjacent areas from fire and post-fire damage.

**II. SCOPE OF WORK**

Funds will be used to reimburse ASFD for fulfilling a defined Scope of Work (Attachment A), which has been collaboratively developed with the City.

**III. PROGRAMATIC CHANGES**

ASFD shall obtain prior written approval from the City for any changes to the attached Scope of Work (Attachment A).

#### **IV. TERM OF AGREEMENT**

This Agreement shall be effective immediately upon signature by the two parties or April 1, 2015, whichever is later, and will terminate upon completion of all treatments specified in the attached Scope of Work (Attachment A) or on Dec 30, 2017, whichever comes first, unless otherwise terminated or modified pursuant to the terms herein.

#### **V. COMPENSATION AND MATCHING INVESTMENT**

Recognizing that the Arizona State Legislature and Governor have approved one-time forest treatment funds for State Lands in State FY15, the intent of this Agreement is for City-provided FWPP funds to be utilized for up to **50%** of the total cost of all treatments specified in the attached Scope of Work (Attachment A), and that a contribution of the ASFD for the additional Cost-Share Match of **50%** of the total cost of all treatments specified in the attached Scope of Work (Attachment A), is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

The cost-share split for remaining work to be accomplished during State FY16-17 (July 15-Dec 16) will be negotiated by both parties, based upon State and/or other grant fund availability.

TOTAL compensation (City portion) for the entire Project (Archeology surveys, Thinning) for the entire area during the entire project period **shall not exceed \$195,000 (75% of expected costs).**

Regardless, compensation under this Agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable.

#### **VI. ELIGIBLE COSTS**

Eligible costs must be incurred during the Term of the Agreement, conform with the general provisions of this Agreement and all other provisions identified herein, and be submitted to the City along with detailed supporting documentation. This is a reimbursable program. Support documentation must show dates and amounts of all expenses.

#### **VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS**

It shall be the sole responsibility of ASFD to establish and document accounting and administrative control procedures for its operation. Such procedures shall be followed to ensure expenditures and accomplishments are being tracked and invoiced in accordance with all applicable laws and with the terms of the grant agreement/award.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the ASFD, then ASFD accepts full liability and must pay back all costs incurred and deemed unallowable.

#### **VIII. REPORTING REQUIREMENTS**

ASFD shall monitor the performance of the grant activities to ensure that performance goals are being achieved. ASFD shall provide detailed grant/project accomplishments in quarterly reports to the City no later than 30 days after the end of each calendar quarter. Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests will be submitted no more than once a month, but no less than once per quarter.

All accomplishment and financial reports shall be submitted to the City contact as identified below in Section X (NOTICES).

ASFD shall immediately notify the City of developments that have a significant impact on the activities supported under this Agreement. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

#### **IX. PRINCIPAL CONTACTS.**

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

##### **Principal Arizona State Forestry Division Contact:**

Aaron Green  
District Forester  
3650 Lake Mary Road  
Flagstaff, Arizona 86005  
(928) 774-1425  
[aarongreen@azsf.gov](mailto:aarongreen@azsf.gov)

##### **Principal City of Flagstaff Contact:**

Paul Summerfelt  
Wildland Fire Management Officer  
Project Manager – Flagstaff Watershed Protection Project  
211 W. Aspen  
Flagstaff AZ 86001  
(928) 213-2509  
[psummerfelt@flagstaffaz.gov](mailto:psummerfelt@flagstaffaz.gov)

## **X. NOTICES**

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<b><u>City of Flagstaff</u></b> <b>Stacey Brechler-Knaggs</b> <b>Grants Manager</b> <b>City of Flagstaff</b> <b>211 W. Aspen</b> <b>Flagstaff AZ 86001</b>	<b><u>Arizona State Forestry</u></b> <b>Tina Waddell</b> <b>Financial Administrator</b> <b>Arizona State Forestry Division</b> <b>1110 West Washington, Suite 100</b> <b>Phoenix, AZ 85007</b>
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## **XI. AWARD CLOSEOUT**

ASFD shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, the City reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

## **XII. AUTHORITY**

ASFD shall have the legal authority to enter into this agreement and the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project.

## **XIII. ATTACHMENTS**

- A. Scope of Work
- B. Quarterly Report and Invoice Format

## **XIV. INDEMNIFICATION**

To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold harmless the other party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligent, reckless, or intentional wrongful conduct of the indemnifying party or parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its parties. The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this paragraph.

## **XV. CANCELLATION FOR CONFLICT OF INTEREST**

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

## **XVI. NO THIRD PARTY BENEFICIARIES**

The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

## **XVII. AVAILABILITY OF FUNDS**

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **XVIII. DISPUTE RESOLUTION**

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

**XIX. IN WITNESS WHEREOF**, the parties agree to execute this agreement as of the last date written below.

### STATE OF ARIZONA

Arizona State Forestry Division  
1110 West Washington, Suite 100  
Phoenix, Arizona 85007

### CITY OF FLAGSTAFF

City of Flagstaff  
211 W. Aspen  
Flagstaff AZ 86001

\_\_\_\_\_  
Signature

**Arizona State Forester**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Gerald W. Nabours, Mayor**

Date: \_\_\_\_\_

Approved as to Form:

Attest:

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Attorney General\_\_\_\_\_

City Clerk\_\_\_\_\_

Approved as to Form:

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City Attorney